



**Melbourne Girls Grammar**  
an Anglican school

## **Constitution of Melbourne Girls Grammar – an Anglican school**

as amended at the Annual General Meeting on 24 April 2013

**Corporations Act 2001**

**Public Company Limited by Guarantee not having a Share Capital**

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## **BACKGROUND**

Melbourne Girls Grammar was founded by Misses Hensley and Taylor in 1893, as a private school for young ladies, with nine students. In 1898, the School was purchased for Mary and Edith Morris by their father, W. E Morris. The School was taken over by the Church of England (as it then was) in 1904, and established under an Act of Synod in 1909 of the Diocese of Melbourne.

Until 2005 when the School was incorporated under this Constitution, the School was the property of the Diocese of Melbourne of the Anglican Church of Australia, and the School Trustee was the Melbourne Anglican Trust Corporation.

The Act of Synod (as amended) conferred power on a Council to manage the affairs of the School. The objects of the School, prior to incorporation, were "to provide for girls a sound classical, mathematical and general modern education including regular religious instruction throughout the School in conformity with the principles and formularies of the Diocese of Melbourne (and according to the syllabus for religious education for the time being of the Diocesan Board of Education)".

The Council resolved at its meeting in July 2004 to request that the Anglican Church of Australia transfer the ownership of the School to a company limited by guarantee formed under the *Corporations Act 2001 (Cth)*. This is the Constitution of that company limited by guarantee.

### **1. NAME OF THE COMPANY**

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The name of the company is "Melbourne Girls Grammar – an Anglican school".

### **2. OBJECTS AND POWERS**

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- 2.1 The objects of the School are to provide a sound education for girls, including regular religious instruction in accordance with the principles of the Anglican Church of Australia.
- 2.2 The School may exercise all powers, rights and privileges that a natural person may do or exercise, for the purpose of furthering the objects set out above.

### **3. LIABILITY OF MEMBERS**

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The liability of each Member is limited to the amount specified in clause 31.

### **4. APPLICATION OF INCOME**

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- 4.1 All of the income and assets of the School must be applied solely in furtherance of the objects of the School as stated in clause 2. No portion of it may be paid, transferred or distributed directly or indirectly by way of dividend, bonus or otherwise to the persons who at any time are or have been Members except as provided in clauses 4.2 and 4.3.
- 4.2 Notwithstanding clause 4.1, the School may make a payment to a Member as bona fide compensation in return for the services rendered on reasonable commercial terms by a Member to the School or for goods supplied by a Member to the School in the ordinary and usual course of business and on arms-length terms, provided that the provision of the services or goods has the prior consent of the Council and the amount payable is approved by a resolution of the Council. The Council may

also authorise payments as bona fide compensation for reasonable expenses incurred by a Member on behalf of the School.

- 4.3 Notwithstanding clause 4.1, the School may pay a reasonable rent for premises let by a Member to the School on arms-length commercial terms.

## 5. AMENDMENT

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### 5.1 Special Resolution

This Constitution may be modified or repealed by a special resolution of the School in General Meeting.

### 5.2 Prior Approval of Archbishop-in-Council

The special resolution will not have effect unless it is approved by the Archbishop-in-Council (whether before or after the General Meeting at which the special resolution is passed).

## 6. DEFINITIONS AND INTERPRETATION

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### 6.1 Definitions

In this Constitution:

**Act** means the Corporations Act 2001 (Commonwealth).

**Anglican Church** means the Anglican Church of Australia (however constituted).

**Annual General Meeting** means the annual general meeting of Members.

**Applicant** means a person who lodges an Application under this Constitution.

**Application** means an application for Membership as approved by the Council.

**Archbishop-in-Council** means the Archbishop acting with the consent of the Council of the Diocese of Melbourne or any successor body.

**Archbishop** means the Archbishop of the Diocese of Melbourne for the time being of the Anglican Church and, in the case of absence or vacancy in the See, means the Vicar-General or the Administrator of the Diocese.

**Auditor** means the auditor or auditors of the School.

**Business Day** means a day which is not a Saturday or Sunday and is not a public holiday

**Chairman** means the Director who is elected to this office in accordance with clause 17.

**Constitution** means this constitution as amended from time to time.

**Council** means the Board of Directors which is the governing body of the School.

**Dean of Melbourne** means the person for the time being holding the office of Dean of Melbourne within the Anglican Diocese of Melbourne.

**Deputy Chairman** means the Director who is elected to this office in accordance with clause 17.

**Directors** means the members individually or collectively of the Council.

**Extraordinary Meeting** means a General Meeting of Members other than an Annual General Meeting.

**Foundation** means The Merton Hall Foundation Limited or any successor body.

**General Meeting** means an Annual General Meeting or an Extraordinary Meeting of the School.

**Member** means a person admitted to Membership in accordance with this Constitution.

**Membership** means membership of the School.

**Old Grammarians' Society** means the Old Grammarians Society, or if that body ceases to exist, such other body approved by the Council from time to time as representing the interests of former students of the School

**Parents' Association** means the Parents' Association, or if that body ceases to exist, such other body approved by the Council from time to time as representing the interests of parents of students currently studying at the School

**Principal** means the person holding office as Principal in accordance with clause 26 from time to time.

**Register** means the register of Members kept in accordance with the Act.

**Registered Address** means the address of a Member shown in the Register.

**Registered Office** means the registered office of the School.

**School** means "Melbourne Girls Grammar – An Anglican School".

**School Captain** means the student who holds office as School Captain from time to time.

**School Vice Captain** means the student who holds office as School Vice Captain from time to time.

**Secretary** means the person who is appointed to this office in accordance with clause 17.

**Staff** means the staff and employees of the School from time to time.

**Students** means students of the School from time to time.

## 6.2 Interpretation

In this Constitution, unless the context requires otherwise:

- 6.2.1 a person includes a corporate body, association, firm, partnership, or other unincorporated body;

- 6.2.2 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- 6.2.3 a word or phrase that is defined has the corresponding meaning in its other grammatical forms;
- 6.2.4 writing includes all modes of representing or reproducing words in a legible, permanent and visible form (including, for the avoidance of doubt, email);
- 6.2.5 the singular includes the plural and vice versa;
- 6.2.6 a gender includes all other genders; and
- 6.2.7 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution.

### **6.3 Replaceable Rules Displaced**

Each of the provisions of the Act that apply as replaceable rules are displaced by this Constitution.

## **7. MEMBERSHIP**

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- 7.1 The following persons are Members:
  - 7.1.1 the persons specified in the application to register the School lodged under Section 117 of the Act and who have consented to be Members; and
  - 7.1.2 any other person that the Council admits to Membership in accordance with this Constitution.
- 7.2 The number of Members must not exceed 41.
- 7.3 The Members are:
  - 7.3.1 the Directors for so long as they hold the office of a Director;
  - 7.3.2 the Principal;
  - 7.3.3 up to 7 individuals nominated by the Archbishop-in-Council, to be Members for 2 calendar years, commencing at the start of the year following their nomination;
  - 7.3.4 2 individuals nominated by the Board of the Foundation to be Members for the calendar year following their nomination;
  - 7.3.5 the School Captain and the School Vice Captain;
  - 7.3.6 two members of the Staff elected by the Staff in such manner as the Principal determines, to hold office for the calendar year following their election. A person who ceases to be a member of Staff for whatever reason ceases to be a Member, and the Principal may appoint a member of Staff to fill any casual vacancy in these positions for the balance of the term;

- 7.3.7 up to 7 alumnae of the School nominated by the Old Grammarians' Society in a manner determined by the Committee of the Society from time to time, with the objective of nominating persons together representing a broad cross-section of School alumnae, to be Members for 2 calendar years, commencing at the start of the year following their nomination; and
- 7.3.8 up to 7 individuals nominated by the Parents' Association in a manner determined by the Committee of the Association from time to time, with the objective of nominating persons together representing a broad cross-section of the School parent community, to be Members for 2 calendar years, commencing at the start of the year following their nomination. Each individual must be a parent or guardian of a student of the School at the time of nomination and ceases to be a Member nominated by the Parents' Association on ceasing to be a parent or guardian of a student of the School for whatever reason.
- 7.4 A person may not be nominated under clause 7.3.3, 7.3.4, 7.3.7 or 7.3.8 for so long as he or she is a Director.
- 7.5 If any person nominated under clause 7.3.3, 7.3.4, 7.3.7 or 7.3.8 becomes a Director, he or she will become a Member under clause 7.3.1 and will cease to be a Member under clause 7.3.3, 7.3.4, 7.3.7 or 7.3.8 (as the case may be), and the entity which appointed him or her may nominate a person to fill the casual vacancy for the balance of the term.
- 7.6 If any person nominated under clause 7.3.8 ceases to be a Member because he or she ceases to be a parent or guardian of a student at the School, the Parents' Association may nominate another person (who is a parent or guardian of a student at the School) to fill the casual vacancy thereby arising for the balance of the term of the first-mentioned person's term.
- 7.7 If a nomination or election of a person or persons under clause 7.3.3, 7.3.4, 7.3.7 or 7.3.8 does not occur prior to the start of the period of membership envisaged by the relevant clause, the nomination or election may occur after the start of the period, but the Member or Members so nominated and elected will only remain a Member or Members until the end of the period of membership envisaged by the relevant clause.
- 7.8 Membership may not be transferred to another person.
- 7.9 Each Member is entitled to only one vote at a General Meeting of the School.

## **8. ADMISSION TO MEMBERSHIP**

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- 8.1 An Application must be made in the form prescribed by the Council.
- 8.2 The Council will consider and, in its absolute discretion, accept or reject any Application.
- 8.3 An Applicant will not become a Member until the School has received the name and address of the Applicant, and these are entered in the Register.

## **9. RESIGNATION FROM MEMBERSHIP**

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- 9.1 A Member may resign from Membership by giving written notice to the Secretary.



- 9.2 Upon the expiration of the period of notice, the Member ceases to be a Member but remains liable for:
  - 9.2.1 any moneys which may be owing to the School by the Member; and
  - 9.2.2 in the case of the School being wound up within one year of the date on which the Member resigns from Membership, the relevant contribution under clause 31.

## **10. EXPULSION OF MEMBER**

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- 10.1 Subject to clause 10.2, the Council, by a resolution passed by three quarters of the Directors present and voting, may expel a Member or implement appropriate disciplinary action if the Member:
  - 10.1.1 has committed a breach of any obligation or duty under this Constitution;
  - 10.1.2 has contractual responsibility for payment of School fees, charges and expenses of a pupil of the School and has not done so; or
  - 10.1.3 has engaged in conduct detrimental to the interests or reputation of the School.
- 10.2 At least 28 days before the meeting of the Council at which a resolution referred to in clause 10.1 is considered, the Member must be:
  - 10.2.1 served with notice of the Council meeting, including the particulars of the alleged act, omission or conduct complained of and the intended resolution; and
  - 10.2.2 given the opportunity to present in writing, prior to the meeting and before the passage of the resolution, any explanation the Member thinks fit,

and the Council must take the explanation into consideration.
- 10.3 The Council will serve the Member with notice of any Council resolution made at the above meeting. If the Council resolves to expel the Member, that Member will cease to be a Member on the service of such notice.
- 10.4 Where a Member is expelled from the School, that Member's name will be removed from the Register.
- 10.5 Upon the removal of a Member's name from the Register:
  - 10.5.1 the Member will forfeit all rights and privileges attaching to Membership and all rights which the Member may have against the School arising out of the Membership; and
  - 10.5.2 the School will have no liability to such Member in respect of the removal from the Register.

## **11. REGISTER**

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- 11.1 The School must keep and maintain the Register in accordance with the Act and otherwise as the Council determines.

- 11.2 Any dispute that arises in relation to the Register must be referred to the Council, whose decision will be final and binding on all Members.

## **12. GENERAL MEETINGS**

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- 12.1 The School must hold an Annual General Meeting in each calendar year within 5 months of the end of its financial year at the time and place determined by the Council.
- 12.2 The Council may convene a General Meeting at such time and place as the Council thinks fit, but it must be convened in accordance with the Act.
- 12.3 Members may also convene a General Meeting in accordance with the Act.

## **13. NOTICE OF GENERAL MEETINGS**

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- 13.1 Except where shorter notice is permitted under the Act, the Council must give not less than 21 days' written notice of a General Meeting to the Members, the Directors and the Auditor, exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given.
- 13.2 The notice referred to in clause 13.1 must specify the following information:
- 13.2.1 the place, the day and the hour of Meeting (and if the Meeting is to be held in two or more places, the technology that will be used to facilitate this);
  - 13.2.2 the general nature of the Meeting's business;
  - 13.2.3 the details of any special resolutions to be proposed at the Meeting; and
  - 13.2.4 that a Member is entitled to appoint a proxy who must be a Member.
- 13.3 With the consent of all the Members entitled to vote at some particular General Meeting, that Meeting may be convened by shorter notice and in such manner as those Members think fit provided that such action complies with the Act.
- 13.4 The accidental omission to give notice of a General Meeting to any Member or the non-receipt of such notice by any Member does not invalidate any resolution passed at, or proceeding of, that Meeting.

## **14. PROCEEDINGS AT GENERAL MEETINGS**

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### **14.1 Business**

The ordinary business of an Annual General Meeting may include:

- 14.1.1 the consideration of the annual financial report, the Directors' report and the Auditor's report;
- 14.1.2 the election and appointment of Directors; and
- 14.1.3 the appointment of the Auditors.

All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary Meeting is deemed special business.

## **14.2 Quorum**

No business may be transacted at any General Meeting except the adjournment of the Meeting unless a quorum is present throughout the Meeting. The quorum for a General Meeting is 20% of the Members, whether those persons are present at the meeting in person or by proxy.

## **14.3 No Quorum**

If a quorum is not present within 30 minutes from the time appointed for a General Meeting:

- 14.3.1 if convened on the requisition of Members, the Meeting will be dissolved; and
- 14.3.2 in any other case, the Meeting will be adjourned to the same day in the next week at the same time and place, or at such other time and place as the chairman appoints. If at that adjourned Meeting a quorum is not present within 15 minutes from the time appointed for holding the Meeting, the Members present will be a quorum.

## **14.4 Chairman**

- 14.4.1 The Chairman, or in his or her absence the Deputy Chairman, will preside as chairman at every General Meeting.
- 14.4.2 If at any General Meeting neither the Chairman nor the Deputy Chairman is present within 15 minutes after the time appointed for holding the Meeting or if neither is willing to preside, the Members present will choose a Director to preside. If no Director is present or if all Directors present decline to preside, then those persons present will choose a Member who is present to preside as chairman.
- 14.4.3 If there is an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to any votes to which the chairman is entitled as a Member or proxy of a Member. The chairman has a discretion both as to whether or not to use a casting vote and as to the way in which it is used.

## **14.5 Adjournment**

- 14.5.1 The chairman of a General Meeting may and, if so directed by the Meeting must, adjourn the Meeting to another time or place (or both).
- 14.5.2 Only unfinished business may be transacted at any Meeting resumed after an adjournment of a General Meeting.
- 14.5.3 Where a General Meeting is adjourned for one month or more, new notice of the adjourned Meeting must be given.
- 14.5.4 A resolution passed at a Meeting resumed after an adjournment is passed on the day it was passed.

## **14.6 Conduct of General Meetings**

- 14.6.1 The general conduct of a General Meeting and the procedures to be adopted at the meeting are as determined at, during or prior to the meeting by the chairman of the meeting.
- 14.6.2 The chairman of the meeting may make rulings without putting the question (or any question) to a vote if the chairman considers action is required to ensure the orderly conduct of the meeting.
- 14.6.3 At any time the chairman of the meeting considers it necessary or desirable for the proper and orderly conduct of the meeting, the chairman may demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the members present.
- 14.6.4 Any determination by the chairman of the meeting in relation to matters of procedure (including any procedural motions moved at, or put to, the meeting) or any other matter arising directly or indirectly from the business of the meeting is final. Any challenge to a right to vote or to a determination to allow or disregard a vote may only be made at the meeting and may be determined by the chairman of the meeting, whose decision is final.

## **14.7 Voting**

Subject to the requirements of the Act, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it. However, subject to a contrary decision by the Council, a Member's right to vote will lapse if the School fees, charges and expenses (if any) which the Member is contractually obliged to pay are not paid to the School within 30 days of the date of invoicing, or such other period determined by the Council, and remain unpaid at the date of the meeting. Voting rights are restored immediately upon payment

## **14.8 Show of Hands**

Every item of business submitted to a General Meeting will be decided in the first instance by a show of hands of the Members personally present and entitled to vote.

## **14.9 Poll**

- 14.9.1 The chairman of a Meeting or any Member present personally or by proxy may demand a poll before or on the declaration of the result of a show of hands.
- 14.9.2 The poll will be taken in the manner and at the time and place as the chairman of the Meeting directs, and will be taken either at once or after an interval or adjournment or otherwise as the chairman of the Meeting directs.
- 14.9.3 The result of the poll will be deemed to be the resolution of the Meeting at which the poll was demanded.
- 14.9.4 The demand for a poll may be withdrawn.

- 14.9.5 If there is a dispute as to the admission or rejection of a vote, the chairman will finally determine that dispute.

#### **14.10 Demand for Poll**

The demand for a poll will not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded. A poll demanded on any question of adjournment must be taken at the Meeting and without adjournment.

#### **14.11 Evidence of Resolution**

A declaration by the chairman of the Meeting that a resolution has been passed or lost (having regard to the majority required), and an entry to that effect in the books of the School signed by the chairman of that or the next succeeding Meeting, will be conclusive evidence that the resolution has been passed or lost, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

#### **14.12 Auditor**

The Auditor or an agent authorised by the Auditor in writing for the purpose is entitled:

- 14.12.1 to attend any General Meeting of the School;
- 14.12.2 to receive all notices of and other communications relating to any General Meeting which a Member is entitled to receive; and
- 14.12.3 to be heard at any General Meeting which the Auditor or agent attends on any part of the business of the Meeting which concerns the Auditor or agent in that capacity and is entitled to be heard, despite the fact that the Auditor retires at that Meeting or a resolution to remove the Auditor or the agent from office is passed at that Meeting.

### **15. APPOINTMENT OF PROXY**

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- 15.1 Any Member may appoint a natural person as a proxy to vote on the Member's behalf and may direct the proxy to vote either for or against each or any resolution.
- 15.2 A proxy must be a Member.
- 15.3 A form of appointment of proxy is valid if it is in accordance with the Act or in any form (including electronic) which the Council may prescribe or accept.
- 15.4 The School must receive the instrument appointing a proxy at:
  - 15.4.1 the Registered Office;
  - 15.4.2 a fax number at the Registered Office; or
  - 15.4.3 a place, fax number or electronic address specified for such purpose in the notice of Meeting,

not less than 48 hours before the time for holding the Meeting or adjourned Meeting or poll at which the person named in the instrument is to vote.

- 15.5 Unless the contrary is stated on it, an instrument appointing a proxy is valid for any adjournment of the Meeting to which it relates.
- 15.6 The appointment of a proxy may be a standing one.
- 15.7 Holding a proxy does not affect the way that a Member can cast the vote attached to that person's Membership.
- 15.8 An instrument appointing a proxy may specify the way in which the proxy is to vote for a particular resolution, and if so, the proxy is not entitled to vote on the resolution except as specified in the instrument
- 15.9 An instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll
- 15.10 Except to the extent to which the proxy is specifically directed to vote for or against any proposal, a proxy will include power to act generally at the Meeting for the person giving the proxy.
- 15.11 A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or any other relevant instrument is valid notwithstanding:
- (a) the previous death or unsoundness of mind of the Member making the appointment; or
  - (b) the revocation of the instrument (or the authority under which the instrument was executed) or the power,
- if no notice in writing of the death, unsoundness of mind or revocation has not been received by the School at the Registered Office at least 24 hours before the commencement of the Meeting or adjourned Meeting at which the instrument is used or the power is exercised.
- 15.12 A proxy is not revoked by the member attending and taking part in the meeting unless the member actually votes at the meeting on a resolution for which the proxy is proposed to be used.

## **16. DIRECTORS**

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### **16.1 Number and Qualifications of Directors**

- 16.1.1 The number of Directors comprising the Council will be no less than 9 and no more than 13.
- 16.1.2 One Director is the Dean of Melbourne subject to the Dean consenting to act as Director in accordance with Section 201D of the Act. If the Dean does not consent for whatever reason, the Archbishop-in-Council may nominate a person as Director subject to him or her consenting to act as Director in accordance with Section 201D of the Act. The nominated person must be a clerk in holy orders in the Anglican Church who holds a licence or permission to officiate from the Archbishop. This person holds office until the end of the third Annual General Meeting following his or her election, whereupon he or she may be re-nominated by the Archbishop-in-Council.

- 16.1.3 The Members must elect the Directors in accordance with this Constitution, except as provided in clauses 16.1.2, 16.4.5 and 18.1.
- 16.1.4 The elected Directors should comprise individuals with the necessary skills to provide policy direction and leadership to the School, should offer adequate representation of both genders, and one elected Director must be a clerk in holy orders in the Anglican Church who holds a licence or permission to officiate from the Archbishop.
- 16.1.5 A person is not eligible to be an elected Director if he or she holds a position as a salaried employee within the School, or has held such a position within the 2 year period before being elected as a Director.
- 16.1.6 An individual does not need to be a Member to be eligible to be a Director.
- 16.1.7 An individual who is not already a Member becomes a Member on becoming a Director.

## **16.2 Term of Appointment**

- 16.2.1 Subject to clause 17.4 each elected Director holds office from the end of the Annual General Meeting at which he or she is elected until the end of the third Annual General Meeting held thereafter. A retiring Director is eligible for re-election subject to this Constitution.
- 16.2.2 With the exception of the Dean of Melbourne or any other person nominated under clause 16.1.2, a person may not be an elected Director for more than three consecutive terms of office.

## **16.3 Rotation of Elected Directors**

- 16.3.1 At the Annual General Meeting in each year, if more than one third of the elected Directors, are due to retire from office, then, subject to clause 17.4.2 the elected Directors to retire are to be determined by agreement, and in the absence of agreement, by lot in any manner determined by the Chairman such that only one third of the elected Directors or if their number is not a multiple of 3, the number nearest to but not less than one third, are due to retire from office at that Annual General Meeting.
- 16.3.2 If a Director is not required to retire at an Annual General Meeting because of the agreement or lot referred to in clause 16.3.1, that Director must retire from office at the end of the next Annual General Meeting.

## **16.4 Election of Directors**

The election of the elected Directors will take place in the following manner:

- 16.4.1 Any 2 Members may nominate any individual (who need not be a Member) to serve as a Director.
- 16.4.2 The nomination of any Member as a candidate for election as a Director must be in writing and signed by the nominated person and their proposer and seconder. The nomination must be lodged with the Secretary at least 14 days before the Annual General Meeting at which the election is to

take place. However, this does not apply to a Director who is retiring from office by rotation and is eligible for re-election.

- 16.4.3 If there are more candidates nominated than there are vacancies, balloting lists will be prepared containing the names of the candidates in an order determined by lot. The Council (or failing the Council, the Chairman) will determine the method and conduct of the ballot. Each Member is entitled to vote for any number of candidates not exceeding the number of vacancies. The candidates receiving the highest number of votes will be elected.
- 16.4.4 If there are no more candidates nominated than there are vacancies, then the chairman of the Annual General Meeting will declare those candidates elected as Directors.
- 16.4.5 If there is not a sufficient number of candidates nominated to meet the required minimum number of Directors, the Council may appoint any individual (who need not be a Member) as Director, subject to his or her consent, so that the Council consists of at least the minimum number of Directors.

## **16.5 Remuneration**

- 16.5.1 The School must not make any payment to a Director unless it is a payment to a Director as bona fide compensation in return for services rendered on reasonable commercial terms by a Director to the School or for goods supplied by a Director to the School in the ordinary and usual course of business and on arms-length terms, provided that the provision of the services or goods has the prior consent of the Council and the amount payable is approved by a resolution of the Council. The Council may also authorise payments as bona fide compensation for reasonable expenses incurred by a Director on behalf of the School.

## **17. CHAIRMAN AND OFFICERS ON THE COUNCIL**

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- 17.1 At the first meeting of the Council after the incorporation of the School under this Constitution and thereafter at the first meeting of the Council after the Annual General Meeting, the Directors must:
  - 17.1.1 elect from among their number a Chairman and a Deputy Chairman; and
  - 17.1.2 appoint a Secretary, who does not need to be a Director,
 each of whom holds office until the end of the next Annual General Meeting.
- 17.2 Each of these officeholders may be removed from that office (but not as a Director) by a resolution of the Council, of which not less than 14 days' notice has been given to all Directors. A Director who is not in Australia is not entitled to a notice of the resolution.
- 17.3 Any officeholder who resigns, is removed from office, reaches the end of his or her term of office or (in the case of the Chairman and Deputy Chairman) who ceases to be a Director must be replaced by the Council as soon as practicable.



## **18. CASUAL VACANCIES**

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- 18.1 The Council may appoint a replacement Director to any casual vacancy arising in the office of an elected Director.
- 18.2 Any Director so appointed will hold office until the end of the Annual General Meeting next following their appointment and is eligible for election as a Director at that Annual General Meeting, subject to this Constitution. .

## **19. DISQUALIFICATION OF DIRECTORS**

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The office of a Director will be vacated if:

- 19.1 the Director becomes bankrupt, or makes any arrangement or composition with his or her creditors, or if being a director of a company which is a Member, a winding up order is made in respect of such company;
- 19.2 the Director becomes of unsound mind or dies;
- 19.3 without consent of the Council, the Director is absent from meetings of the Council for 3 consecutive Council Meetings;
- 19.4 in the case of a Director who is the Dean of Melbourne, the Director ceases to be the Dean of Melbourne;
- 19.5 in the case of a Director who is nominated by the Archbishop-in-Council in lieu of the Dean of Melbourne under clause 16.1.2, the Director reaches the end of his or her term of office under clause 16.1.2 and is not re-nominated by the Archbishop-in-Council or the Director ceases to hold a licence or permission to officiate from the Archbishop;
- 19.6 in the case of a Director elected under clause 16.1.4 as a clerk in holy orders, the Director ceases to hold a licence or permission to officiate from the Archbishop;
- 19.7 by notice in writing to the School, the Director resigns from office;
- 19.8 in the case of an elected Director, the Director reaches the end of his or her term of office and is not re-elected;
- 19.9 in the case of an elected Director, the Director takes up a position as a salaried employee within the School;
- 19.10 the Director is removed under Section 203D of the Act; or
- 19.11 the Director ceases to hold office by reason of any order made under the Act.

## **20. POWERS OF THE COUNCIL**

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- 20.1 The control and direction of the School, and the management of its property and affairs, is vested in the Council.
- 20.2 The Council may exercise all powers of the School that are not required to be exercised or done by the School (by the Act or any other statute or by this Constitution) in General Meeting.

## **21. BORROWING**

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The Council may raise money in any manner it thinks fit, including the borrowing of money on the security of the School's assets and the issuing of a security for any other purpose.

## **22. INVESTMENT**

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The Council may invest funds of the School in any manner and for any period as it thinks fit.

## **23. PROCEEDINGS OF THE COUNCIL**

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### **23.1 General**

- 23.1.1 The Council may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 23.1.2 The Council must meet at least 8 times a year.
- 23.1.3 At the written request of a Director or the Chairman or the Deputy Chairman, the Secretary must convene a meeting of the Council by notice served upon each Director
- 23.1.4 Reasonable notice must be given to every Director of the place, date and time of every Council meeting. Notice of a Council meeting may be given by mail, email, personal delivery, fax or other means or technology to the address or number of each Director provided to the Secretary by that Director.
- 23.1.5 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of meeting by, a Director will not invalidate proceedings at a Council meeting.

### **23.2 Chairman**

- 23.2.1 The Chairman is the chairman of the Council.
- 23.2.2 If the Chairman is not present within 15 minutes after the time appointed for holding that meeting (or being present, is unwilling to act), the Deputy Chairman will preside at the meeting.
- 23.2.3 If the Deputy Chairman is not present (or being present, is unwilling to act), then the Directors present will choose one of their number to be the chairman of the meeting.
- 23.2.4 In the event of an equality of votes at a meeting of the Council, the Chairman will not have a casting vote.

### **23.3 Quorum and Voting**

- 23.3.1 The quorum necessary for the transaction of business at meetings of the Council is a majority of the number of Directors from time to time, or such other number as may be determined by the Council from time to time.
- 23.3.2 Questions arising at any meeting will be decided by a majority of votes and each Director present will be entitled to one vote.

## 23.4 **Additional attendees at Council meetings**

The Principal and any other member of staff of the School or any other individual may attend meetings of the Council in a consultative capacity if invited to do so by the Council.

## 23.5 **Use of Technology**

23.5.1 For the purposes of the Act, each Director, by consenting to be a director (or by reason of the adoption of this rule), consents to the use of each of the following technologies for holding a Council meeting:

23.5.1.1 video conference

23.5.1.2 conference telephone

23.5.1.3 any other technology which permits each Director to communicate with every other Director; and

23.5.1.4 a combination of these technologies.

A Director may withdraw the consent given under this rule in accordance with the Act.

23.5.2 Where the directors are not all in attendance at one place and are holding a meeting using technology:

23.5.2.1 the participating Directors are, for the purpose of every provision of this Constitution concerning Council meetings, taken to be assembled together at a meeting and to be present at that meeting; and

23.5.2.2 all proceedings of the Council conducted in that manner are as valid and effective as if conducted at a meeting at which all of the participating Directors were physically present in one location.

23.5.3 The provisions of this Constitution regulating the proceedings of the Council apply to such conferences so far as they are capable.

## 23.6 **Delegation by the Council**

23.6.1 Subject to clause 23.6.3, the Council may delegate any of its powers to one or more committees as it thinks fit, and may revoke that delegation. At least two of the members of any such committee must be Directors. The chairman of any such committee must be a Director.

23.6.2 Any such committee must conform to any direction given to it by the Council in the execution of the delegated powers. A power so exercised is deemed to have been exercised by the Council.

23.6.3 The Council may not delegate its power to delegate.

23.6.4 The Council may nominate the chairman of the committee, and may impose a quorum and voting requirement and any other directions or

regulations on the proceedings of the committee. Subject to that, a committee may meet, adjourn and regulate its proceedings as it thinks fit.

23.6.5 Each Director has the right to attend meetings of any committee.

### **23.7 Defects in Appointment**

An act done in good faith by any meeting of the Council, of any committee formed by the Council or by any person acting as a Director is not invalidated by reason of:

23.7.1 any defect in the election, appointment or tenure of a Director or person acting on any such committee; or

23.7.2 the disqualification of any of them.

## **24. MINUTES**

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24.1 The Council must cause:

24.1.1 proper minutes to be made of the proceedings and resolutions of all meetings of the School, the Council and committees formed by the Council;

24.1.2 the minutes to be entered in books kept for that purpose; and

24.1.3 the minutes to be signed by the chairman of the meeting or by the chairman of the next meeting.

24.2 A minute that is recorded and signed in accordance with clause 24.1.3 is evidence of the proceeding or resolution to which it relates, unless the contrary is proved.

## **25. CIRCULAR RESOLUTION**

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25.1 A resolution in writing signed by all Directors or a resolution in writing of which notice has been given to all Directors and which is signed by a majority of the directors entitled to vote on a resolution (not being less than the number required for a quorum at a Council meeting) is a valid resolution of the Council and is effective when signed by the last of all of the Directors or the last of the Directors constituting the majority, as required. .

25.2 A written resolution may consist of several documents in like form, each signed by one or more Directors. A fax transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered a document in writing signed by the Director and is deemed to be signed when received in legible form.

## **26. PRINCIPAL**

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26.1 The Council must appoint a Principal on such terms and conditions and with such powers and duties as the Council thinks fit. Subject to the relevant contractual terms, the Council may remove the Principal from office.

26.2 The Principal must be approved by the Archbishop and must be a practising member of the Anglican Church or some other church in communion therewith unless the Archbishop determines otherwise.

- 26.3 The Principal is the chief executive officer of the School, and the internal management of the School will be under the Principal's management.
- 26.4 The Principal may appoint a person to exercise the Principal's powers under this Constitution for a period not exceeding one month if the Principal is unable to act owing to absence on leave.
- 26.5 The Council may appoint an acting principal to exercise the powers of the Principal under this Constitution for a period not exceeding one year, if the Principal is absent or on leave of any kind; or the Principal has resigned, retired, or has been removed from office, and the Council has yet to appoint a person as Principal under clause 26.1. For the avoidance of doubt, the appointment of an acting principal under this clause does not require the approval of the Archbishop under clause 26.2.

## 27. ACCOUNTS

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- 27.1 The Directors must cause to be kept proper books of account in which will be kept true and complete accounts of the affairs and transactions of the School. Proper books will not be deemed to be kept unless the books give a true and fair view of the state of the School's affairs and explain its transactions.
- 27.2 The books of account must be kept at the Registered Office or place or places as the Directors think fit, and must be open to the inspection of the Directors during usual business hours.
- 27.3 At the Annual General Meeting in each year, the Council will lay before the School the financial statements required by the Act made up in respect of the last financial year of the School. Such documents shall be sent to all persons entitled to receive them under Section 314 of the Act not less than 21 days before each such Meeting.
- 27.4 Once each year, the financial statements of the School will be audited and reported on by the Auditor.

## 28. AUDITOR

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The School will observe the provisions of the Act in relation to the appointment, removal and resignation of an Auditor.

## 29. INDEMNITY

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- 29.1 In this clause 29:
- 29.1.1 **Liability** means costs, losses, liabilities and expenses.
- 29.1.2 **Officer** means a Director, secretary or other officer of the School and includes a former Officer, but does not include an auditor or agent of the School.
- 29.1.3 A reference to **Officer** includes a reference to a former Officer.
- 29.2 Every Officer is indemnified out of the assets of the School against any Liability incurred by that Officer in the person's capacity as an Officer by reason of any act or thing done or omitted to be done by that person in that capacity or in any way in the discharge of that person's duties or by reason of or relating to the person's status

as an Officer, but excluding any Liability from or against which the School is not permitted by the Act to exempt or indemnify the Officer.

- 29.3 Without limiting clause 29.2, every Officer is indemnified out of the assets of the School against any Liability incurred by that person in defending proceedings, whether civil or criminal, in respect of any act or thing done by the Officer in that person's capacity as such Officer but excluding any Liability from or against which the School is not permitted by the Act to exempt or indemnify the Officer.
- 29.4 Where the Council considers it appropriate, the School may execute a documentary indemnity in any form in favour of any Officer, provided that the terms of such indemnity are not inconsistent with this clause 29.
- 29.5 Where the Council considers it appropriate, the School may:
  - 29.5.1 make payments by way of premium in respect of any contract effecting insurance on behalf of or in respect of an Officer against any liability incurred by the Officer by reason of any act or thing done or omitted to be done by that person in that capacity or in any way in the discharge of that person's duties or by reason of or relating to the person's status as an Officer; and
  - 29.5.2 bind itself in any contract or deed with any Officer to make the payments.
- 29.6 Where the Council considers it appropriate, the School may:
  - 29.6.1 give a former Director access to certain papers, including documents provided or available to the Directors and other papers referred to in those documents; and
  - 29.6.2 bind itself in any contract or deed with any Director to give such access.

### **30. NOTICES**

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- 30.1 The School may serve notice on any Member either personally, or by sending it through the ordinary or express post to the Member's Registered Address, or by leaving at the Registered Address in an envelope addressed to the Member, or by sending it by fax to the fax number or by email to the email address (if any) nominated by the Member.
- 30.2 A notice of meeting sent by fax or email is taken to be served when it is sent. Any notice sent by ordinary post is taken to be served 2 Business Days after the day it is posted, and a notice sent by express post is taken to be served 1 Business Day after it is posted.
- 30.3 A certificate in writing signed by the Secretary or any officer of the School that the envelope containing the notice was properly stamped, addressed and posted will be conclusive evidence of the service of such notice by post.

### **31. CONTRIBUTION ON WINDING-UP**

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- 31.1 Every Member undertakes to contribute to the property of the School if it is wound up:
  - 31.1.1 while that person is a Member; or

31.1.2 within one year after that person ceases to be a Member;

in respect of the debts and liabilities of the School contracted before that person ceases to be a Member, in respect of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves.

31.2 The amount to be contributed by any Member will not exceed \$10.00.

## **32. DISTRIBUTION OF PROPERTY ON WINDING-UP**

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32.1 If, upon the winding-up or dissolution of the School after the satisfaction of all its debts and liabilities, there remains any property, this property must not be paid to or distributed among the Members.

32.2 Instead, this property must be given or transferred to some other institution or institutions having:

32.2.1 objects similar to the objects of the School;

32.2.2 a constitution which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the School under clause 4 of this Constitution; and

32.2.3 prior approval in writing to receive the distribution from the Archbishop-in-Council.

32.3 This institution or institutions must be determined by a special resolution of the Members at or before the time of dissolution, or if no such special resolution is passed, by a Judge of the Supreme Court of Victoria or some other court of competent jurisdiction.